

R, RB, JW

7/3/72

Senator Edward Kennedy  
Senate Office Bldg  
Washington, D.C. Attn: Mr. Martin,

Dear Senator,

I suppose only a man already bankrupt would find the time for obviously-unwelcome, one-sided correspondence. Or, you might consider, a man with serious purposes, dedicated to the integrity of society.

Despite the non-responsiveness, I feel that because of the knowledge I have that others do not - and I am aware that others also have knowledge I don't - I owe that society and you and your ability to meet your responsibilities this time, whether or not it is welcome to you and your staff.

As I have thought about what impends, of which I have already written you, I have come to wonder whether you have thought if there ever was any need for the GSA-estate letter agreement or contract. In my view there was none and its sole utility was to involve all Kennedys in this mess, to fasten a responsibility on all, to lay the basis for a political and moral stink and the exculpation of those who falsified fact and history.

The contract appears to transfer to the United States the items listed in the Appendix. But all were either the property of the United States or covered in an already-drafted Executive Order. Whether or not you agree with my belief that the film was the property of the United States, it and everything else had be transferred to the United States National Archives in what has come to be known as the "Memorandum of Transfer". I regard this memo as public information under the Freedom of Information law. A copy had been given to me by the Secret Service, but the National Archives intercepted it. I exhausted my remedies under the law and then, when the realization of the misuse possible struck me, decided, against personal interest, to go no further with it. The transfer was from the Secret Service to the Kennedy Library, represented by Mrs. Evelyn Lincoln. Mrs. Lincoln's office was in the Archives, she there receipted for the materials transferred, and the Library is under the National Archives administration. This was 18 months before the contract.

Almost simultaneous with the signing of the previously-drafted contract, this Executive Order, signed October 31, 1966 and filed at 4:49 p.m., became effective. This brief excerpt should illustrate the point: "I hereby determine that all of the items of evidence not owned by the United States which were considered by the Commission, and were not returned by the Commission to the person who furnished them should be acquired by the United States and preserved together with all the items of evidence already owned by the United States." Some of what is listed in the contract is also listed here! Does this not make clear that there was no ~~less~~ need for this contract?

Thus I can see no need other than to involve the Kennedy name in ultimate responsibility for serious error and wrong-doing for which no Kennedy was in any way responsible. From the proofs in my possession, this effort began not later than May or June of 1964. I can make out a less unequivocal case for an earlier date, with evidence dated in April 1964.

In connection with what impends, I hope somebody besides me give this some thought.

Sincerely, Harold Weisberg